

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

IN RE:	§	
	§	CASE NO. 25-40712
DZS INC., <i>et al.</i> , <sup>1</sup>	§	
	§	(Chapter 7)
DEBTORS.	§	

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**FIFTH NOTICE OF  
ASSUMPTION OF EXECUTORY CONTRACT(S) OR UNEXPIRED LEASE(S)**

**PLEASE TAKE NOTICE THAT** on April 28, 2025 the United States Bankruptcy Court for the Eastern District of Texas (the “Court”) entered an order [Docket No. 112] (the “Sale Order”) that, among other things approved the sale of substantially all of the assets of the above-captioned debtors (the “Debtors”) to Zhone Technologies, Inc., (“Zhone”), formerly known as Fibre Acquisitions Corporation.

**PLEASE TAKE FURTHER NOTICE THAT** the Trustee filed the *Notices of Executory Contracts and/or Unexpired Leases to be Assumed* [ECF Nos. 47-66, 69] with the Court on April 14, 2025 and served such Notices on counter-parties to such Executory Contract(s) and/or Unexpired Lease(s) (each a “Notice of Potentially Assumed Contract or Lease”).

**PLEASE TAKE FURTHER NOTICE THAT** the Purchaser has elected to assume the Executory Contract(s) and/or Unexpired Lease(s) to which you are a party listed on the attached **Exhibit 1** to this Notice.

**PLEASE TAKE FURTHER NOTICE THAT** “cure” obligations included in the Notice of Potentially Assumed Contract or Lease or as otherwise agreed to by the Purchaser and any other party to such lease or contract (the “Cure Claim”) of any Executory Contract(s) or Unexpired Lease(s) included in this Notice, shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, within ten (10) calendar days of this Notice or on such other date as the parties to such Executory Contract(s) and/or Unexpired Lease(s) may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon such payment. The Purchaser may settle and pay any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Trustee and Purchaser may adjourn consideration of any cure dispute beyond the Sale Hearing.

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<sup>1</sup> The Debtors in these Chapter 7 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: DZS Inc. (9099); DZS Services Inc. (3763); and DZS California Inc. (3221) (each “Debtor” and collectively the “Debtors”). The location of the Debtors’ service address for purposes of these Chapter 7 Cases is: 5700 Tennyson Parkway, Suite 400, Plano, TX 75024.

**PLEASE TAKE FURTHER NOTICE THAT** the Purchaser is responsible for payment of any Cure Claims as defined in the Notice of Potentially Assumed Contract or Lease related to your agreement.

**PLEASE TAKE FURTHER NOTICE THAT** any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan was due no later than April 25, 2025.

**PLEASE TAKE FURTHER NOTICE THAT** any request for payment of or objection to a Cure Claim that differs from the cure amounts listed in the Notice of Potentially Assumed Contract or Lease was also required to be Filed with the Bankruptcy Court no later than April 25, 2025.

**PLEASE TAKE FURTHER NOTICE THAT,** pursuant to the Sale Order, any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption, assumption and assignment, or related Cure Claim is deemed to have assented to such assumption and assignment and/or Cure Claim of such Executory Contract or Unexpired Lease, as applicable, and any untimely objection shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against the Purchaser, without the need for any objection by the Purchaser or any other party in interest or any further notice to or action, order, or approval of the Court. Such counterparties to such Executory Contract(s) or Unexpired Lease(s) shall be deemed to release and waive, subject to such counterparties' receipt of the applicable Cure Claim, any and all rights arising under such Executory Contract(s) or Unexpired Lease(s) related to any default, cross-default, termination, put right, or other similar provision related to any event, default, or potential default on or occurring prior to the Closing Date.

**PLEASE TAKE FURTHER NOTICE THAT** assumption of any Executory Contract and/or Unexpired Lease pursuant to the Sale Order shall result in the full release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease.

**PLEASE TAKE FURTHER NOTICE THAT** neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on Notice of Potentially Assumed Contract or Lease, shall constitute an admission by the Debtors, the Trustee or Purchaser that any such contract or lease is in fact an Executory Contract or Unexpired Lease, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. In addition, the Trustee and Purchaser shall have the right to: (i) alter, amend, modify, or supplement any information set forth herein, including to add or remove any Executory Contract or Unexpired Lease from the Rejection List or Assumption List, pursuant to the terms of the Plan; and (ii) contest any Claim asserted in connection with any Executory Contract or Unexpired Lease.

Any questions regarding this Notice should be directed to John Higgins at 469-581-9204, Email: [john.higgins@zhone.com](mailto:john.higgins@zhone.com).

Dated: May 9, 2025.

Respectfully submitted,

**DYKEMA GOSSETT PLLC**

By: /s/ Dominique A. Douglas

Deborah D. Williamson

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**ATTORNEYS FOR  
ZHONE TECHNOLOGIES, INC.  
FORMERLY KNOWN AS  
FIBRE ACQUISITION CORPORATION**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on May 9, 2025, a true and correct copy of the foregoing was served by electronic means as listed on the Court's ECF noticing system and first class mail to necessary contract counterparties.

/s/ Dominique A. Douglas

Dominique A. Douglas

**Exhibit 1**  
**Assumption List**

The following leases or other agreements relating to real property which may have been modified with the consent of all parties:

- Lease Agreement Legacy Place II, 5700 Tennyson Parkway, Plano, Texas dated September 10, 2020 between IPXI Legacy Place Investors, LLC and DZS Inc., as amended from time to time.
- Sublease Agreement regarding Suite 200, Legacy Place II, 5700 Tennyson Parkway, Plano, Texas dated June 4, 2024, between Parler Cloud Technologies, LLC and DZS Inc. (formerly Dasan Zhone Solutions, Inc.), as amended from time to time.
- Sublease Agreement regarding Suite 425, Legacy Place II, 5700 Tennyson Parkway, Plano, Texas dated February 24, 2020, between Futurewei Technologies Inc. and DZS Inc. (formerly Dasan Zhone Solutions, Inc.), as amended from time to time.
- Lease Agreement regarding Suite No. 4000-4300, 12821 Starkey Road, Largo, Florida dated March 4, 2024 between Starkey Owner, L.P. and DZS Inc., as amended from time to time.